

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

**Civil Action No. 1:14-CV-00727-PAB**

**SHENZHEN EL LIGHTING TECHNOLOGY CO., LTD, a Shenzhen Company and  
Yongjiang Yin, an individual**

**Plaintiffs,**

**v.**

**SURE-FIRE ELECTRICAL CORPORATION, a Taiwanese Company; and  
BEST BUY STORES, L.P., a Virginia Limited Partnership, and BESTBUY.COM, L.L.C.,  
a Virginia Limited Liability Company**

**Defendants.**

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**SECOND AMENDED COMPLAINT FOR  
PATENT INFRINGEMENT AND JURY DEMAND**

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COME NOW Plaintiffs Shenzhen EL Lighting Technology, LTD and Yongjiang Yin, (“Plaintiffs”), and for their Second Amended Complaint against Defendants Sure-Fire Electrical Corporation, Best Buy Stores, LP and BestBuy.com, LLC and assert the following claims:

**JURISDICTION AND VENUE**

1. Yongjiang Yin (“Mr. Yin”) is the inventor and owner of United States Patent Number 7,671,279 entitled “Current-Seen Cable.” Mr. Yin is a resident of Hupei and the owner of Shenzhen EL Lighting Technology Co., LTD.

2. Plaintiff Shenzhen EL Lighting Technology Co., LTD (“EL Lighting”) is a Shenzhen Corporation with its principal place of business at Rm 403, Jianxing Tower 1, Chaguang Industry Area, West Shahe Rd, Nanshan District, Shenzhen, China. Mr. Yin is the owner and Mr. Michael Yan is the General Manager of EL Lighting.

3. EL Lighting is the exclusive assignee of the rights conferred to Mr. Yin under the '279 Patent.

4. On information and belief, Defendant Sure-Fire Electrical Corporation is a Taiwanese corporation headquartered at 5F, No. 649-8, Zhongzheng Road, Xinzhuang Dist, New Taipei City 242, Taiwan. Its website can be viewed at [www.sure-fire.com.tw](http://www.sure-fire.com.tw). Sure-Fire maintains manufacturing operations in Dongguan, China.

5. On information and belief, Sure-Fire sells its infringing products to Defendants Best Buy Stores, LP, and BestBuy.com, LLC. Best Buy Stores is a Virginia Limited Partnership and BestBuy.Com is a Virginia Limited Liability Company with their principal place of business at 7601 Penn Avenue South, Richfield MN 55423 and are collectively referred to as the "Best Buy Defendants." The Best Buy Defendants sell the products under the trade name RocketFish to various US retailers, including Best Buy's retail operations. The United States Patent and Trademark Office lists Best Buy Enterprise Services, a Minnesota Business Corporation, as the owner of the Rocketfish trade name.

6. Defendants, and/or their agents, subsidiaries and affiliates, upon information and belief, at all relevant times have and continue to conduct business in the State of Colorado. Defendants have also committed acts of infringement in the State of Colorado.

7. This Court has jurisdiction over this civil action pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1332 and 28 U.S.C. § 1338.

8. Venue is appropriate in this District pursuant to 28 U.S.C. § 1391 and 28 U.S.C. § 1400 since the Defendants have committed acts of infringement and conducted business in the State of Colorado and this judicial district.

### **GENERAL ALLEGATIONS**

9. Mr. Yin created, designed and invented a current seen cable and was issued United States Patent No. 7,671,279 on or about March 2, 2010 (“the ‘279 Patent”). A copy of the ‘279 Patent is attached hereto as “Exhibit 1” and incorporated herein.

10. Mr. Yin and Mr. Yuqiang Wang have assigned all rights to the ‘279 Patent to EL Lighting.

11. EL Lighting is a manufacturer of a lighting, cables and accessories. EL Lighting is currently manufacturing products that are covered by the ‘279 Patent. EL Lighting’s current seen cables are imported into the United States and sold at the following retail establishments: Wal-Mart, Best Buy, RadioShack etc.

12. Defendants, themselves and through their respective divisions, subsidiaries, parent corporations, and/or agents are engaged in the business of manufacturing, marketing, distributing and selling current seen cables that infringe the ‘279 Patent. Defendants are selling infringing products through the following websites: [www.bestbuy.com](http://www.bestbuy.com), [www.futureshop.ca](http://www.futureshop.ca) and [www.phonehouse.com](http://www.phonehouse.com). The Best Buy Defendants market the accused products through [www.rocketfishproducts.com](http://www.rocketfishproducts.com).

13. On December 18, 2013, Plaintiffs advised the Best Buy Defendants that their current seen cables infringe the issued ‘279 Patent. Christopher Hilberg from Best Buy responded to the cease and desist letter on December 31, 2013. The Best Buy Defendants forwarded the cease and desist letter to Sure Fire at some time between December 18 and January 3, 2014. See Exhibit 2.

14. On January 6, 2014, Sure Fire responded to the December 18, 2013 letter on behalf of both the Best Buy Defendants and Sure-Fire stating that it was the “lighted cable vendor of Best Buy.” Sure Fire requested additional time to respond to Plaintiffs’ cease and desist letter.

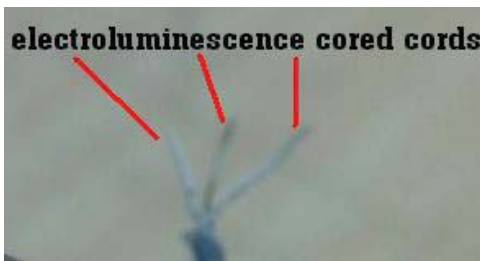
15. On January 8, 2014, C.P. Wang, General Manager of Sure Fire met with Mr. Yin and Mr. Yan to discuss the concept of Sure Fire licensing the ‘279 patent so that Sure Fire could continue to sell its current seen cables to the Best Buy Defendants. The meeting occurred at Sure Fire’s Dongguan facility in China. No agreement was reached, however, and Defendants continue to sell infringing current seen cables through the Best Buy Defendants. In fact, Sure Fire did not advise Mr. Yin or Mr. Yan that it was supplying Best Buy, under the RocketFish trade name, with the infringing current seen cable and attempted to secure a license without making that disclosure. Mr. Yan and Mr. Yin had no intention of licensing the ‘279 patent and once they learned of the purpose of the meeting, and heard Mr. Wang’s admission of infringement, the meeting was terminated.

16. On February 14, 2014, Sure Fire admitted that Defendants’ current seen cables infringe at least Claims 1, 7 and 12 of ‘279 patent by acknowledging that said cables contain, among other things, a driver and electrodes helically intertwined in sequence to form an electroluminescence cored cord. Sure Fire’s sole non-infringement contention is stated as follows:

“It is recited in the independent claims 1, 6, 7 and 12 of US ‘279 that there are a plurality of electroluminescence cored bars or electroluminescence cored cords, and that the electroluminescence cord bars or electroluminescence cored cords are arrayed abreast and intertwined helically in sequence. However, these features are not seen in the products.”

17. Defendants did not identify any other basis for non-infringement in its February 14, 2014 correspondence drafted after completing its non-infringement analysis.

18. Analysis of the accused product conducted prior to the initiation of this suit, however, revealed that Defendants' analysis set forth in Paragraph 16 is factually false. Each of the accused products possesses three electroluminescence cored cords that are arrayed abreast and intertwined helically in sequence as required by Claim 1, 7 and 12. The following illustrates the three cords after being untwisted.



19. All of the remaining requirements of the '279 patent are also present.

**FIRST CLAIM FOR RELIEF**  
**Patent Infringement**

20. Plaintiffs incorporate and restate the foregoing allegations as set forth above as though fully set forth herein.

21. The '279 patent is non-obvious as defined in 35 U.S.C. 103.

22. The '279 patent is not subject to prosecution history claim disclaimers.

23. By way of example, Claim 7 of the '279 patent covers the following invention:

7. A current-seen cable, includes a driver, a main cord surrounded by an insulation layer, a plurality of electroluminescence cored cords which comprise a conductive wire surrounded by an insulated coat, an electroluminescence powder coat coated on said insulating coat and a transparent conductive layer coated on said electroluminescence powder coat, and an outer transparent plastic layer, wherein said plurality of

electroluminescence cored cords are arrayed abreast and are intertwined helically in sequence to form an electroluminescence cable; the main cord is arranged in the center of the electroluminescence cable or later to the electroluminescence cable; said electroluminescence cable and said main cord are encapsulated in the outer transparent plastic layer; every electroluminescence cored cord is driven by the driver and emits in sequence when the main cord and the driver are live.

24. Since at least November 25, 2013, and likely earlier, Defendants, and/or their agents, were manufacturing, distributing, marketing and selling current seen cables through their distribution channels throughout the United States, including in the state of Colorado. Defendants have marketed and sold the infringing product as a RocketFish “Lighted” Cable under part numbers RFLASC3, RF-LASC5W and RF-LMCDT2R, among others.

25. Defendants currently sell, and have in past sold, the infringing products on the Internet.

26. Defendants’ current seen cables contain the following elements:

- a. A current-seen cable that includes a driver.
- b. A main cord surrounded by an insulation layer.
- c. A plurality of electroluminescence cored cords which comprise a conductive wire surrounded by an insulated coat, an electroluminescence powder coat coated on said insulating coat and a transparent conductive layer coated on said electroluminescence powder coat.
- d. An outer transparent plastic layer.
- e. The plurality of electroluminescence cored cords are arrayed abreast and are intertwined helically in sequence to form an electroluminescence cable.

- f. The main cord is arranged in the center of the electroluminescence cable or lateral to the electroluminescence cable.
- g. The electroluminescence cable and the main cord are encapsulated in the outer transparent plastic layer.
- h. Every electroluminescence cored cord is driven by the driver and emits in sequence when the main cord and the driver are live.

27. Despite having been placed on notice of infringement, Defendants continue to make, distribute, advertise, market and sell the infringing product marketed under at least the trade name RocketFish, and perhaps others that will be discovered.

28. Defendants are infringing the '279 Patent by, *inter alia*, manufacturing, distributing, advertising, marketing and selling the various versions of "RocketFish" current seen cable. Such infringement is deliberate, willful, and intentional and with full knowledge of the existence and validity of the '279 Patent.

29. The period of infringement is unknown at this time but is ongoing. Defendants' infringement continues to date and will continue unless Defendants are enjoined by the Court.

30. As a direct and proximate result of Defendants' infringement of the '279 Patent, Plaintiffs have suffered damages in an amount to be determined at trial.

**SECOND CLAIM FOR RELIEF**  
**Injunction**

31. Plaintiffs incorporate and restate the allegations set forth above as though fully set forth herein.

32. As a direct and proximate result of Defendants' actions of infringing upon the '279 Patent, Plaintiffs have suffered, and will continue to suffer, irreparable harm. Defendants' open

and notorious infringement of the '279 Patent, namely claims 1, 7 and 12, has fundamentally undermined Plaintiffs' ability to commercialize its invention or to otherwise enjoy the benefit of its federally issued patent rights, and prevented EL Lighting from enjoying the benefit of its exclusive rights to the '279 Patent. Defendants express unwillingness to recognize the '279 Patent and its apparent intention to ignore Plaintiffs' rights in and to that patent have and will continue to fundamentally undermine the value of the '279 Patent for which there is no other remedy at law or equity other than an injunction that will protect Plaintiffs' rights.

33. Plaintiffs have no adequate remedy at law if Defendants continues to infringe upon the '279 Patent.

34. Plaintiffs have suffered, and will continue to suffer, irreparable harm and damage unless preliminary and final injunctions are issued enjoining Defendants from infringing upon the '279 Patent.

35. Plaintiffs will likely prevail on the merits of this case at trial.

**WHEREFORE**, Plaintiffs prays for judgment against Defendants as follows:

- A. Adjudging that the '279 Patent has been infringed by Defendants;
- B. Awarding Plaintiffs a preliminary and permanent final injunction against continuing infringement by Defendants;
- C. Ordering an accounting of Defendants' sales, profits, cost of goods sold and other relevant financial information as it relates to Defendants' current seen cable products as specified in this Second Amended Complaint;
- D. Awarding Plaintiffs damages against Defendants in an amount adequate to compensate Plaintiffs for Defendants' infringement, including lost profits through



infringement and price degradation and, at the very least, an amount not less than a reasonable royalty, together with interest and costs;

- E. Awarding Plaintiffs an additional sum on account of the willful, intentional and deliberate character of Defendants' infringing acts pursuant to 35 U.S.C. § 284;
- F. Awarding Plaintiffs reasonable attorney fees and costs against Defendants; and
- G. Granting Plaintiffs all other legal and equitable relief for which Plaintiffs is entitled.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury on all claims triable to a jury.

Dated: June 6, 2014.

Respectfully submitted,

LATHROP & GAGE LLP

*s/ Aaron P. Bradford*

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*Attorneys for Plaintiff Shenzhen EL Lighting  
Technology, LTD and Yongjiang Yin*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 6<sup>th</sup> day of June, 2014, I caused the foregoing **SECOND AMENDED COMPLAINT** to be electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following e-mail addresses:

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*s/Jessie L. Pellant*  
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